

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT COURT OF RHODE ISLAND

JUAN VALDERA, SOBIEDA VALDERA  
and BAHIJ BOUTROS

Plaintiffs

v.

1:20-cv-470-JJM-PAS

PHH MORTGAGE CORPORATION and  
DEUTSCHE BANK NATIONAL TRUST COMPANY  
AS TRUSTEE FOR THE REGISTERED HOLDERS  
OF CBA COMMERCIAL ASSETS, SMALL  
BALANCE COMMERCIAL MORTGAGE  
PASS-THROUGH CERTIFICATES, SERIES 2006-1

Defendants

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**SUPPLEMENTAL AFFIDAVIT OF LOAN SERVICER IN SUPPORT OF  
MOTION FOR SUMMARY JUDGMENT**

I Sergio Olmo, of PHH Mortgage

Corporation ("PHH"), Loan Servicer for Deutsche Bank National Trust Company as Trustee for the Registered Holders of CBA Commercial Assets, Small Balance Commercial Mortgage Pass-Through Certificates, Series 2006-1 ("Deutsche Bank"), having personal knowledge of the facts contained in this affidavit, on oath, state as follows:

1. I am employed by and/or serve in the capacity of  
Contract Management Coordinator at PHH.

2. PHH currently services, on behalf of Deutsche Bank, the \$300,000.00 commercial mortgage loan (the "Commercial Loan") obtained by Sobieda Valdera, Juan Valdera and Bahij Boutros ("Plaintiffs") from New Century Mortgage Corporation ("New Century") on August 1, 2005.

3. The Commercial Loan is evidenced by a certain promissory note given by the Plaintiffs to New Century in the original principal amount of \$300,000.00 dated August 1, 2005 a true copy of which is attached hereto as Exhibit 1 (the "Note") and by a certain mortgage given by the Plaintiffs to New Century securing the Note also dated August 1, 2005 and recorded with the Central Falls Land Evidence Records in Book 621, Page 253 (the "Mortgage"). The Mortgage secures real estate known as 273-275 Rand Street, Central Falls, RI 02863 (the "Property").

4. In my capacity as Contract Management Coordinator, I have knowledge of the business records of PHH as they relate to the Commercial Loan which is the subject of this affidavit, including but not limited to documents that pertain to the origination of the loan and servicing of the Commercial Loan. PHH's records are kept in the ordinary course of business by persons who have a business duty to make such records. The records are made at or near the occurrence of events so recorded. To the extent records related to the Commercial Loan come from another entity, those records were received by PHH in the ordinary course of its business, have been incorporated into and maintained as part of PHH's business records, and have been relied on by PHH. I have personal knowledge of the facts set forth in this affidavit based upon my review of PHH's business records maintained in connection with the Commercial Loan and the related mortgage loan account whose repayment is secured by the Mortgage.

5. PHH's obligations as loan servicer include sending statements or coupons to the borrower(s) to facilitate payment, collecting payments from the borrower(s) and making scheduled disbursements of principal and interest to the investor, maintaining one or more escrow accounts and making disbursements from such account[s] to pay real estate taxes and or hazard insurance premiums due in connection with the Property and to perform other usual and customary loan servicing functions.

6. PHH's business records reflect that the Plaintiffs defaulted on the Commercial Loan in 2012 by failing to make the required monthly payments as they became due under the terms of the Note and Mortgage. PHH's records reflect that the last payment made on the Commercial Loan account by or on behalf of the Plaintiffs was credited to the September 1, 2012 due date.

7. PHH's business records further reflect that PHH's attorneys, Korde & Associates, P.C. ("Korde") sent Notices of Default to the Plaintiffs pursuant to the Mortgage on September 27, 2019. True and accurate copies of the Notices are attached hereto as Exhibit 2.

8. The default which is set forth in the Notices of Default has never been cured and the Plaintiffs' Commercial Loan account with PHH, as servicer of such loan for Deutsche Bank, remains due for the October 1, 2012, payment together with all subsequently accrued but unpaid installments. Consequently, the Mortgagors are now more than nine (9) years delinquent in payments due under the Note and Mortgage. A true and accurate copy of the payment history maintained by PHH in connection with the Commercial Loan is attached hereto as Exhibit 3 (the "Payment History").

9. The Payment History reflects that PHH has advanced from its corporate funds a total of \$116,453.63 through January 5, 2022 to pay real estate taxes assessed to and to maintain hazard insurance on the Property for which it has not been reimbursed by the Plaintiffs.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY this 19<sup>th</sup> day of  
January, 2022.

PHH MORTGAGE CORPORATION

By:  \_\_\_\_\_

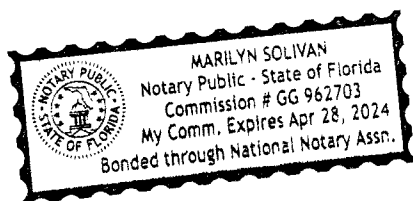
Name (Printed): Sergio Olmo

Title: Contract Management Coordinator

STATE OF Florida )

COUNTY OF Palm Beach )

The foregoing instrument was acknowledged and sworn before me by means of [X] physical presence or [ ] online notarization this 19<sup>th</sup> day of January, 2022, by Sergio Olmo as a Contract Management Coordinator of PHH Mortgage Corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.



Marilyn Solivan Marilyn Solivan  
, Notary Public - State of FL  
My Commission Expires: 04-28-2024